republication, the motion should be granted. *Valentine* v. *Gonzalez* (Sup. Ct. 1919) 178 N. Y. Supp. 289.

The author of a defamation is not liable for its unauthorized repetition where this is not the natural and immediate effect of the original statement. *Prime* v. *Eastwood* (1877) 45 Iowa 640; *Hastings* v. *Stetson* (1879) 126 Mass. 329; see *Terwilliger* v. *Wands* (1858) 17 N. Y. 54, 58. But where such repetition is the "natural" consequence of the original wrong, he is liable. *Merchants' Ins. Co.* v. *Buckner* (C. C. A. 1899) 98 Fed. 222, 234; *Miller* v. *Butler* (1850) 60 Mass. 71; see *Burt* v. *Advertiser Newspaper Co.* (1891) 154 Mass. 238, 247, 28 N. E. 1; *Cochran* v. *Butterfield* (1846) 18 N. H. 115 (*semble*); *cf. Derry* v. *Handley* (1867) 16 L. T. R. (N. S.) 263. Where the defendant printer furnishes means for the circulation of a libel, with reasonable cause for belief that such will be the consequence, he is responsible, if the publication is not privileged. See *Youmans* v. *Smith* (1897) 153 N. Y. 214, 218, 47 N. E. 265. Also where without previous request a defamatory statement is given a reporter to print, the originator of the statement was held; *Clay* v. *People* (1877) 86 Ill. 147; likewise, where reporters on their own initiative attended a meeting, and the defendants expressed a hope that certain defamatory statements would be printed, they were held for the republication. *Parkes* v. *Prescott* (1869) L. R. 4 Ex. 169 (*semble*). In the instant case it seems that the actual delivery of the documents to the reporter, although at his request, might without error have been construed by the court to be as clear an authorization to print them, as the voicing of such a hope. In *Schoepflin* v. *Coffey* (1900) 162 N. Y. 12, 56 N. E. 502, relied on in the instant case, the defendant made defamatory statements about the plaintiff to a newspaper reporter. A judgment in favor of the plaintiff was reversed partly because there was evidence that the defendant had not intended the republication, and partly on the ground that evidence of the plaintiff's consent had been erroneously excluded.

LIMITATION OF ACTIONS—PLEADING—FAILURE TO ALLEGE ACTION WAS BROUGHT WITHIN STATUTORY TIME.—The plaintiff, as administrator, brought an action for injury to his intestate, resulting in his death, the declaration containing no allegation that the action was brought within the statutory period of one year after the death of the intestate. On a motion to arrest judgment, *held,* that compliance with the statute was part of the cause of action and must be alleged affirmatively. The verdict could not cure this defect. *Hartray* v. *Chicago Rys.* (Ill. 1919) 124 N. E. 849.

The pleadings of the plaintiff must state a cause of action and include every fact necessary for the plaintiff to prove, to entitle him to succeed. *Beveridge* v. *Illinois Fuel Co.* (1918) 283 Ill. 31, 119 N. E. 46; *Walters* v. *City of Ottawa* (1909) 240 Ill. 259, 88 N. E. 651. Whether a fact should be pleaded and proved as part of the cause of action or as a defense, although a matter of definite rule, has been largely determined by considerations of convenience. In suits on insurance contracts absence of conditions rendering a policy void, *ab initio,* are not required as part of the plaintiff's cause of action, and must be set up and proved by the defendant. *Aetna Life Ins. Co.* v. *Milward* (1904) 118 Ky. 716, 82 S. W. 364; *Tillis* v. *Liverpool Ins. Co.* (1903) 46 Fla. 268, 35 So. 171. As a general rule a statute of limitation cannot be taken advantage of by the defendant unless pleaded affirmatively by him. See *Earnest* v. *St. Louis etc. R. R.* (1908) 87 Ark. 65, 112 S. W.

141. The right to sue for wrongful death did not exist at common law, being a personal right of action and not surviving the person injured; and is a purely statutory right. Hence it has been frequently held as in the principal case, that where the statute itself limits the action, as to the time in which it may be brought, *Martin* v. *Pittsburg Rys.* (1910) 227 Pa. 18, 75 Atl. 837; *Gulledge* v. *Seaboard Air Line Ry.* (1908) 147 N. C. 234, 60 S. E. 1134; see *Chandler* v. *Chicago & A. R. R.* (1913) 251 Mo. 592, 158 S. W. 35, or as to any conditions precedent to bringing the action, *Walters* v. *City of Ottawa, supra,* compliance therewith was part of the plaintiff's cause of action, to be pleaded and proved as such. As a matter of convenience and uniformity however it might be well to separate the limitation as to the time within which such an action might be brought, from being embodied in the action itself and to consider it as part of the general limitations on actions, as has been done in New York. N. Y. Code Civ. Proc. § 1902, as interpreted in *Sharrow* v. *Inland Lines Ltd.* (1915) 214 N. Y. 101, 108 N. E. 217.

MINES AND MINERALS—EXCLUSIVE PRIVILEGE—WHETHER LICENSE OR CORPOREAL HEREDITAMENT.—The plaintiff's predecessor in title conveyed to the defendant's predecessor "the following described property: *all* of the mineral right and coal privileges and rights of way to and from said minerals and coal privileges with right to search, etc." In an action by the plaintiff to quiet title to the minerals, *held,* the conveyance was a grant of the fee, and title was not lost by failure to develop the property for forty years. *Scott* v. *Laws* (Ky. 1919) 215 S. W. 81.

The minerals in land may be held apart from the surface, *Wallace* v. *Elm Grove Coal Co.* (1905) 58 W. Va. 449, 52 S. E. 485; see *McConnell* v. *Pierce* (1904) 210 Ill. 627, 71 N. E. 622; *Hoilman* v. *Johnson* (1913) 164 N. C. 268, 80 S. E. 249, and are taxable as a separate estate, *Washburn* v. *Gregory Co.* (1914) 125 Minn. 491, 147 N. W. 706; *Sanderson* v. *Scranton* (1884) 105 Pa. 469, 474. When so granted the title to them will not be lost by non-user, *Wallace* v. *Elm Grove Coal Co. supra*; see *McBeth* v. *Wetnight* (1914) 57 Ind. App. 47, 106 N. E. 407, or adverse possession of the surface, *Birmingham Fuel Co.* v. *Boshell* (1914) 190 Ala. 597, 67 So. 403; see *Hoilman* v. *Johnson, supra*; *Delaware & H. Canal Co.* v. *Hughes* (1897) 183 Pa. 66, 38 Atl. 568, but only by adverse user of the minerals independent of the surface, *Birmingham Fuel Co.* v. *Boshell, supra*; *McBeth* v. *Wetnight, supra.* Where merely a right to come on and mine is granted, the grantee gets only a license. *Stockbridge Iron Co.* v. *Hudson Iron Co.* (1871) 107 Mass. 290. But the exclusive right to mine for all, *Plumer* v. *Hillside Coal & Iron Co.* (1894) 160 Pa. 483, 28 Atl. 852; *contra, Shepherd* v. *McCalmont Oil Co.* (N. Y. 1885) 38 Hun. 37, or even a part of the minerals, *Gill* v. *Fletcher* (1906) 74 Ohio St. 295, 78 N. E. 433, is a grant of the ore in fee, even though the grant is in form a lease for years, *Kennedy* v. *Hicks* (Ky. 1918) 203 S. W. 318; *In re Lazarus' Estate* (1892) 146 Pa. 342, 23 Atl. 372, the grantee then having the period stated in which to remove the ore. *Kingsley* v. *Hillside Coal & Iron Co.* (1892) 144 Pa. 613, 23 Atl. 250; *Butler* v. *McGorrisk* (C. C. A. 1902) 114 Fed. 300. Where the conveyance granting the exclusive right to mine is in writing but not under seal as required, there is an equitable conveyance of the ore in fee. *Fairchild* v. *Dunbar Furnace Co.* (1889) 128 Pa. 485, 18 Atl. 443. A distinction is made in some states between minerals fugacious in their nature, such as water, gas and oil, and those which have a fixed